

**TOWN OF ENFIELD  
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**BRIDGE DESIGN AND CONSTRUCTION INSPECTION SERVICES  
SOUTH RIVER STREET BRIDGE**

September 4, 2015

**LEGAL NOTICE:** The Town of Enfield seeks to engage a Consulting Engineering firm to provide engineering services for the preparation of construction contract plans and documents for the following transportation project:

Replacement of the South River Street Bridge over Freshwater Brook.

The Consulting Engineer will also be required to provide survey, prepare environmental documents, acquire all regulatory permits and perform construction inspection. The construction cost is expected to be in the range of \$600,000.00 to \$800,000.00.

The Consulting Engineer will be evaluated and selected based on design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance, and knowledge of Federal, State and Town of Enfield procedures, approximately weighted in descending order of importance.

The design fee will be negotiated on a Fixed Fee basis.

The construction inspection fee will be negotiated on an cost plus basis.

Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above.

It is anticipated that ten percent (10%) will be established as a goal for the percentage of the work that must be subcontracted to Disadvantaged Business Enterprises (DBE).

The selected firm must meet all Town of Enfield, State and Federal affirmative action and equal employment opportunity practices.

A letter of interest, together with general information on the firm and proposed subconsultants, the firm's brochure, current Federal GSA Form 330, experience of the firm and resumes of key personnel should be addressed to A. Lynn Nenni, Director of Finance. Additionally, all interested firms must submit a detailed statement including organizational structure under which the firm proposes to conduct business. Proposed subconsultants should be clearly identified. The relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined.

Personnel responsible for the project will be required to possess and maintain a valid Connecticut Professional Engineer's License. All sealed letters of interest and RFQ submittals for the RFQ named above must be received no later than 11:00 a.m. Thursday, October 1, 2015 at the Office of the Director of Finance, Enfield Town Hall, 820 Enfield Street, Enfield Connecticut, 06082. Responses received after this date and time will not be considered. Postmarks are NOT an acceptable waiver of this requirement.

The RFQ documents will be available from the Engineering Office, Enfield Town Hall, 820 Enfield Street, Enfield, CT 06082, telephone number (860) 253-6366 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

The Town of Enfield reserves the right to accept or reject any, all, or any part of responses, to waive formalities or informalities, and to award the response deemed to be in the best interests of the Town.

A. Lynn Nenni  
Director of Finance  
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT  
STANDARD INSTRUCTIONS TO ENGINEERING CONSULTING FIRMS**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**BRIDGE DESIGN AND CONSTRUCTION INSPECTION SERVICES  
SOUTH RIVER STREET BRIDGE**

September 4, 2015

1. INTRODUCTION

THE TOWN OF ENFIELD is requesting responses from qualified firms (including individuals) interested in providing certain consulting and engineering services (hereinafter "Consultant") for THE TOWN OF ENFIELD for the design of bridge replacement of South River Street Bridge over Freshwater Brook.

Firms submitting responses may submit Qualifications for South River Street Bridge Replacement Design Services.

2. KEY EVENT DATES

|                                 |                                      |
|---------------------------------|--------------------------------------|
| Advertisement of RFQ            | September 4, 2015                    |
| Public Opening of Responses     | 11:00 a.m. Thursday, October 1, 2015 |
| Contract Awarded (Not Definite) | October 20, 2015                     |

3. OBTAINING PROPOSAL DOCUMENTS

Specifications and RFQ documents may be obtained from the Engineering Office, Enfield Town Hall, 820 Enfield Street, Enfield, CT 06082, telephone number (860) 253-6366 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

4. RFQ RESPONSE SUBMISSION INSTRUCTIONS

- A. One (1) original and five (5) copies of all responses must be submitted in a sealed envelope clearly marked "Design Services for South River Street Bridge". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082". Responses must be at the office of the Director of Finance by the time of the Public Opening of Responses date noticed in Section 2 titled Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first response is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Response Form are NOT considered writing and must not be used.

- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the response.
- D. Responses are considered valid for ninety (90) days after response(s) are opened. Consultants submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.
- E. Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the response form, or written on the response form.

5. COST OF RFQ DOCUMENTS

There is no cost for the RFQ documents. Each consultant may obtain no more than one (1) set of documents.

6. PRESUMPTION OF CONSULTANT BEING FULLY INFORMED

At the time the first response is opened, each consultant is presumed to have read and be thoroughly familiar with all RFQ and contract documents herein. Failure or omission of the consultant to receive or examine any information shall in no way relieve any consultant from obligations with respect to their response.

7. INTERPRETATION OF ACCEPTABLE WORK

The specifications, response and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

8. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.

9. INSURANCE

The firm awarded this contract must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate, including Contractual liability.
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence
- C. Professional liability Insurance, \$2,000,000 per claim/\$2,000,000 annual aggregate, when professional services are being provided
- D. Owner's, Contractors Protective Liability (OCP) \$1,000,000 per occurrence, when required by the Town of Enfield

- E. Railroad Protective Liability \$1,000,000 per occurrence, when required by the Town of Enfield
- F. Excess Liability or Umbrella over sections 9A – 9D with limits of at least one million and 00/100 (\$1,000,000.00). The Town of Enfield reserves the right to request additional coverage contingent upon the scope of the engineering service required.
- G. Worker's Compensation, as required by Connecticut State statute
- H. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.
- I. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
- J. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".

10. PERMITS

The consultant is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals, and satisfying any and all fees. The Town will waive all Town of Enfield fees for Town of Enfield permits.

11. FAIR EMPLOYMENT PRACTICES

The consultant agrees not to discriminate against any employee or applicant for employment in the performance of this RFQ's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition proscribed by State or Federal law.

12. TERMS AND CONDITIONS OF CONTRACT

The terms, conditions, and requirements of the contract for consulting and engineering services are detailed in the attached specimen contract.

13. AWARDING THE CONTRACT

The Town of Enfield reserves the right to accept or reject, any, all, or any part of responses, to waive formalities or informalities, and to make an award that is deemed to be in the best interests of the Town.

It is the Town's policy to not award to those who owe Town of Enfield prior year(s) property taxes.

The "Contract Awarded" date in section 2. titled Key Event Dates is the date the contract is anticipated to be awarded. It is not a date certain.

The lowest priced response is NOT the sole determining factor when awarding this contract.

EXHIBIT A  
Sample Contract  
CONTRACT FOR ENGINEERING SERVICES  
by and between the  
**Town of Enfield**  
and

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This Contract is by and between the Town of Enfield, a municipal corporation having its territorial limits within the County of Hartford, and State of Connecticut, hereinafter referred to as the **Town**, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the **Consultant**.

WHEREAS, the Town is seeking engineering consulting firms to provide engineering and related professional services for bridge design and construction inspection services for the South River Street Bridge replacement project.

WHEREAS, the Consultant is qualified, ready, willing, and able to perform such services for an agreed upon compensation,

NOW, THEREFORE,

The Town and Consultant do mutually covenant and agree as follows:

1. Scope of Services

1.1 General

The Consultant agrees to provide, professional engineering, land surveying, planning, environmental science, construction inspection and other related professional services to assist the Town with the planning, design, and construction of Replacement South River Street Bridge. Engineering services may include but not be limited to civil (including highway, water resources, sanitary, environmental, structural, and geotechnical), mechanical, and electrical engineering.

All work under this Contract shall be performed by, or under the supervision of professional engineers, land surveyors, architects, and other professionals, as appropriate who are licensed in the State of Connecticut. All work shall be performed in accordance with all applicable rules, regulations and laws of the United States, the State of Connecticut, and the Town of Enfield.

The Consultant shall begin work on the project within five (5) days of notification to proceed. The Consultant shall provide specifications and reports in Microsoft Word and Excel format, and drawings in the most current AutoCAD format and GIS data in ESRI geodatabase, coverage or shape file format, with locations in NAD83 and elevations in NAVD88.

The Town reserves the right to approve the qualifications of proposed subconsultants and subcontractors as well as of Consultant's staff proposed to be assigned to this project. In the event that the Town determines that the proposed staff subconsultant, or subcontractor is unqualified or that their performance during the project is unsatisfactory, upon notice the Consultant shall assign staff or engage subconsultants or subcontractors acceptable to the Town.

The following is a summary of potential services that the Consultant may be required to provide. The Consultant will be required to complete all responsibilities associated with the assigned project so that the goals and objectives of the Town can be achieved.

## 1.2 Engineering Reports

Specific reports, analysis, investigations, and/or studies may be required prior to the undertaking of the project. These reports may include, without limitation, feasibility investigations, environmental assessments and environmental impact statements, cost studies, economic comparisons, traffic analysis and reports, sewer studies, drainage studies, geotechnical reports, and life-cycle analysis. Such studies or reports are to be comprehensive and include all significant historical and background information. They shall contain problem statements and detailed analysis.

They must also contain conclusions and/or recommendations along with all supporting information, test reports, graphs, charts, figures, computations, and observations. They are to be neatly bound, use standard engineering notation, be appropriately entitled, and be stamped by a professional engineer licensed in the State of Connecticut.

### 1.3 Design

These services may include, without limitation, meetings and conferences to discuss goals and requirements with Town and other regulatory agencies and with utilities, procuring necessary field data, surveys or recorded data, preparation of preliminary studies, designs, computations, preparing preliminary layouts, sketches, drawings, specifications, outlines, reports and estimates.

All plans and contract documents will be submitted to the Town for review and comment. The contract documents will incorporate all pertinent Town standard contract sections, specifications, and details.

Other design services provided may include, without limitation, detailed conferences with Town or other regulatory agencies and with utilities to discuss specific matters, shop drawing and submittal review, procuring comprehensive field information such as aerial photogrammetry, topographic and engineering surveys, traffic and soil studies, preparing permit applications, maps, deeds, and easements required by local, state, or federal agencies, preparing final estimates, schedules, and specified numbers of contract documents for review and bidding.

### 1.4 Construction Inspection

These services shall include, without limitation, providing qualified, competent, engineers and/or NICET certified construction inspectors to monitor and inspect work to insure compliance with drawings and specifications. Inspectors shall have prior experience and understanding of the practices and principles required for the project. A thorough understanding and comprehension of specifications and drawings will be mandatory.

Daily logs will be kept by the inspectors that will briefly summarize the day's activities. The inspectors will be responsible for advising the construction contractor to maintain a safe working environment in accordance with OSHA requirements. Proper traffic control and detouring and pedestrian safety will be coordinated by the inspectors. Inspectors will hold a semi-final inspection. A review of the project will be performed by the Town and a punch list of items to be corrected will be developed by the inspectors.

### 1.5 Testing

These services include, without limitation, performing on-site or laboratory tests and studies on construction methods or materials employed in the work. Tests may include soil classification and gradation, proctor and field nuclear density, air entrainment, slump, and concrete cylinder compressive strength testing. All testing is to be done by a qualified individual who is certified to conduct these tests. All testing is to be performed in accordance with the prescribed Connecticut Department of Transportation, American Society for Testing and

Materials, and American Association of State Highway and Transportation Officials requirements, and are to be fully documented.

Additional testing services may include sampling and laboratory analysis of soil, water, air, mold, asbestos and lead samples.

#### 1.6 Surveying

Surveying services may include global positioning system (GPS) location of drainage structures and other infrastructure assets, property boundary mapping, and street line determination and location.

Surveying services may also include topographic, subdivision, easement, and hydrographic survey services. In addition, services may be required for the preparation of land descriptions, “as-built” surveys, and other related documents.

Construction survey services may include, without limitation, providing grade stakes, offset lines, base lines, ties, bench marks and any additional survey data required to complete the proposed project. The Consultant may be required to field check completed work.

All survey work shall be certified by a Land Surveyor licensed in the State of Connecticut.

#### 1.7 Construction Management

These services include, without limitation, overseeing the Consultant’s construction inspection activities and monitoring and tracking the quality, progress, schedules, and financial activities of the construction project. The Consultant will review contractor’s requests for payment and recommend to the Town the amount of payment to be made. Resolution of construction contractor payment disputes relating to the construction contract will be coordinated by the Consultant with final approval of proposed resolutions to be made by the Town. The Consultant will act as the negotiating agent for the Town in determining reasonable and mutually agreeable prices between the Town and the construction contractor for any additional work. The Town will make the final approval for all additional work.

#### 1.8 Status Reports

These services include, without limitation, reporting formally to the Town on a monthly basis, when services are being provided under the Contract. A written project management report will be submitted which will outline the activities completed and any variance(s) from planned activities for the previous month and planned activities for the upcoming month.

### 1.9 Project Coordination

These services include, without limitation, coordinating the activities of Consultant's employees, subconsultants, and subcontractors, and in the case of the construction project, the construction contractor, surveyors, inspectors, utility companies and others to ensure conformance with the project schedule. Advance notification to utility companies shall be made in writing. The Consultant will hold a pre-construction meeting at least two weeks prior to the start of construction. The Consultant will prepare all written communication relative to the project, which will include requests for utility relocations and replies to questions from construction contractors, residents, and others.

### 1.10 Record Keeping

These services shall include, without limitation, submitting copies of all project correspondence to the Town. In addition, the Consultant will maintain a duplicate set of files. Upon completion of the contract, the Consultant will provide the Town with all test reports, as-built plans, inspections, field notes, measurements, material slips, and any other copies of pertinent data regarding the contract. These records shall be bound in chronological order, or as otherwise specified by the Town.

### 1.11 Other Professional Services

These services may include, without limitation: reviewing drawings and specifications; providing the services of subconsultants and subcontractors with specialized knowledge, equipment, or ability, as deemed necessary by the Town; assisting in the preparation for legal proceedings; appearances before Courts, Boards or Commissions, providing expert opinions or conclusions; performing investigations of technical matters; preparation of environmental permit applications; liaison functions; and clerical assistance. If necessary services are not available directly from the Consultant, the services may be provided by a subconsultant or subcontractor approved by the Town.

## 2. Technical Standards

The Consultant shall perform all work in accordance with good engineering practice and all applicable local, state and federal industry standards.

## 3. Compensation

The Consultant shall provide a detailed scope of services, schedule, proposed staffing plan, and a fee proposal for the specific project. The amount of compensation to be paid to the Consultant for work assigned will be negotiated, generally on a fixed fee basis, or, at the

Town's option, the construction inspection work may be performed in accordance with the attached standard hourly rate and reimbursable expense fee schedules.

### 3.1 Negotiated Fee

The fee proposal shall include the lump sum cost to the Town of providing the proposed services, unless another cost basis is approved by the Town (e.g., unit cost). If applicable, the costs shall be listed for each task or phase. If requested by the Town, additional information such as the estimated number of man-hours of each position classification per task or phase shall be submitted. The fee proposal shall include an allowance for estimated reimbursable expenses for normal reimbursable out-of-pocket costs such as outside printing costs and approved subconsultant and subcontractor fees. All anticipated reimbursable expenses for each specific project shall be itemized in the fee proposal, with unit and estimated total costs listed for each expense. Reimbursement shall be for actual out-of-pocket costs, and shall not include a mark-up and shall not be made for normal overhead expenses such as office supplies, telephone charges and inside copying and printing.

### 4. Standard Hourly Rate & Reimbursable Expense Fee Schedules

The Town, at its discretion, may require the work to be paid for under the attached Hourly Rate Fee Schedule, included in Appendix A, and the attached Reimbursable Expense Fee Schedule, included in Appendix B. The Town shall make the final determination as to the appropriate position classification and hourly rate to be applied to staff assigned to the project under the Hourly Rate Fee Schedule and the applicability of proposed costs under the Reimbursable Expense Fee Schedule. These hourly rates shall include all wages, fringe benefits, overhead, and profit, and, unless otherwise specified in the Reimbursable Expense Fee Schedule, shall include all materials, tools, and equipment necessary to complete the work of the position such as vehicles, surveying instruments, GPS receivers, office space, office furniture, office supplies, drafting equipment and supplies, computers and peripheral equipment, and computer software. Reimbursement shall be for actual out-of-pocket costs, and shall not include a mark-up and shall not be made for normal overhead expenses such as office supplies, telephone charges and inside copying and printing.

Once the scope of services, schedule, proposed staffing plan, and the proposed compensation have been accepted by the Town, the Town will authorize the Consultant to proceed with the work, which shall be performed in accordance with the accepted proposal and the terms and conditions of this Contract.

The Consultant shall prepare and submit invoices accompanied by such documentation as may be required by the Town. Payments will be made to the Consultant within 30 days of Town approval of each invoice. Payments are conditioned upon the satisfactory performance of all work. In the event that the Town determines the Consultant to be in nonconformance with the terms of this Contract or if in the Town's judgment the Consultant's work is not satisfactory, the Town may take corrective action, including, but not limited to, the following:

(1) Delay of payment

(2) Adjustment of payment

(3) Suspension or termination of this Contract

The Consultant agrees to meet with representatives of the Town, at no cost to the Town, to discuss billing issues as the Town deems necessary. Payments to the Consultant will be made on a periodic basis in accordance with the percentage of work actually completed.

Payments for each phase of the work within the project will be prorated based upon the amount of work actually completed within that phase. Except in the case of work which is performed on an hourly rate basis, the amount of the payment for a fixed fee task will not be based simply on the amount of hours expended by the Consultant on the task.

#### 5. Management and Administration of the Contract

The Town's designated Managing Authority for this Contract will be the Town Manager, or his authorized designee, who will have complete authority to act for and on behalf of the Town and control, supervise, and direct the Consultant's activities hereunder. The Managing Authority will make all arrangements for services by the Consultant. All proposals for work to be done under this Contract and any resulting expenditures must be approved by said Managing Authority before any work is initiated or any expenditure made. Services are to be provided by the Consultant, except where the use of specific subconsultants or subcontractors has been approved in writing by the Town for a particular project.

The Consultant's primary contact person will be \_\_\_\_\_, who will communicate and report directly to the Town's Managing Authority, be responsible for directing and coordinating the activities of the firm's personnel and approved subconsultants and subcontractors, provide information for projects assigned under this Contract as may be required from time to time by the Town and shall be authorized to prepare and execute proposals, including scopes of services, fee proposals, proposed staffing plans, and schedules as requested by the Town under this Contract.

The Consultant and the Town shall work closely together in all aspects of this program, and each shall follow the reasonable suggestions of the other to improve the operation of the program.

#### 6. Relationship Between the Parties

It is mutually agreed that the Consultant, including its employees, is an independent contractor and not an officer, employee, or agent of the Town, and that this Contract is a contract for services and not a contract of employment, and that, as such, the Consultant and

its employees shall not be entitled to any employment benefits from the Town such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Consultant's staff will be the responsibility of the Consultant.

In no event shall anything in this Contract be deemed to confer upon any person or entity agency status or third party beneficiary rights against the Town.

#### 7. Indemnification and Hold Harmless Contract

The Consultant shall at all times indemnify and save harmless the Town and its officers, agents, and employees on account of and from any and all claims, damages, losses, workers' compensation payments, judgments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been caused in whole or in part by the willful, wanton, or negligent acts or omissions of the Consultant, his employees, subconsultants, subcontractors, or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Consultant shall reimburse the Town for damage to property of the Town caused by the Consultant, or his employees, subconsultants, subcontractors, or materialmen.

#### 8. Insurance

The selected Consultant shall furnish a Certificate of Insurance evidencing the following insurance coverage in effect on or before the date of execution of this Contract. Insurance coverage shall remain in full force for the duration of the Contract term, including any extensions. Renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Failure to maintain insurance coverage as required and to name the Town as an Additional Insured will be grounds for termination of the Contract. The interest of the Town shall be included in all insurance policies required herein, except Workers' Compensation and Professional Liability, as Additional Insured as its interest may appear, which shall be noted on the Certificate of Insurance, and shall include, but not be limited to, investigation, defense, and payment of settlement or judgment. Such insurance must be written by companies of recognized standing, qualified and licensed to engage in the insurance business in the State of Connecticut. All deductibles are the sole responsibility of the Consultant to pay and/or indemnify.

The Consultant awarded this proposal must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate, including Contractual liability.

- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
- C. Professional liability Insurance, \$2,000,000 per claim/\$2,000,000 annual aggregate, when professional services are being provided.
- D. Owner's, Contractors Protective Liability (OCP) \$1,000,000 per occurrence, when required by the Town of Enfield.
- E. Railroad Protective Liability \$1,000,000 per occurrence, when required by the Town of Enfield.
- F. Excess Liability or Umbrella over sections 8A – 8D with limits of at least one million and 00/100 (\$1,000,000.00). The Town of Enfield reserves the right to request additional coverage contingent upon the scope of the engineering service required.
- G. Worker's Compensation, as required by Connecticut State statute.
- H. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.
- I. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
- J. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082.

#### 9. Ethics and Conflict of Interest

The Consultant shall comply with all applicable provisions of the Code of Ethics for Professional Engineers and Land Surveyors, Section 20-300-12 of the Regulations of Connecticut State Agencies, included as Appendix C, and with all applicable requirements of Chapter 391 (sections 20-299 to 20-310) of the Connecticut General Statutes, Professional Engineers and Land Surveyors, and the regulations implementing this Chapter, Sections 20-300-1 to 20-300-15 of the Regulations of Connecticut State Agencies.

In order to avoid perceived or actual conflicts of interest, the Consultant shall disclose to the Town any known special personal or financial interests, beyond those applicable to the general public, of the Consultant, its employees, subconsultants, or subcontractors, regarding any matter that they are working on under this Contract. The Town will determine if a significant conflict of interest exists, and if necessary will assign the work to others to avoid the conflict of interest.

\*The Enfield Code of Ordinances prohibits Town officials and employees from accepting any gift that would not have been offered or given to him, if he were not an official or employee. The Consultant, its employees, subconsultants, or subcontractors shall not give anything of substantial value to any Town officer or employee

## 10. Events of Default and Remedies

### 10.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- 10.1.1 If in the opinion of the Town, default shall have been made by the Consultant, its successors or assigns, in the performance or observance of any of the covenants, conditions or Contracts on the part of the Consultant set forth in this Contract; or
- 10.1.2 If any determination shall have been made by a competent authority such as, but not limited to, any authorized federal, state or local government official, or a certified public accountant, that the Consultant's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Consultant's performance of this Contract; or
- 10.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Consultant as bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Consultant under the federal bankruptcy laws, or any other similar applicable federal or state law.

### 10.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the Town may elect to pursue any one or more of the following remedies, in any combination or sequence:

- 10.2.1 Take such action as it deems necessary, including, without limitation, reduction of payment or temporary withholding of payment;
- 10.2.2 Suspend work under the Contract;
- 10.2.3 Require the Consultant to correct or cure such default to the satisfaction

of the Town; and  
10.2.4 Terminate this Contract for cause in accordance with Section 11 hereof.

The selection of any remedy shall not prevent or stop the Town from pursuing any other remedy and shall not constitute a waiver by the Town of any other right or remedy.

## 11. Termination of Contract

### 11.1 Termination

“Termination”, for purposes of this Contract, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Consultant’s obligation to perform the services described in Section 1, Scope of Services, of this Contract, and the Town’s obligation, as described in Section 3, Compensation, of this Contract, to pay for such services.

### 11.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 10.1 hereof, the Town may terminate this Contract by giving five (5) days’ written notice thereof to the Consultant.

### 11.3 Termination for Project

In the event the project shall be terminated or significantly changed, the Town may terminate this Contract by giving ten (10) days’ written notice thereof to the Consultant.

### 11.4 Termination for Non-availability of Funds

In the event the Town shall not have funds available for this project, the Town may terminate this Contract by giving ten (10) days’ written notice thereof to the Consultant.

### 11.5 Termination at Will

The Town may terminate this Contract at any time, and for any reason, or for no reason, by giving ten (10) days’ prior written notice thereof to the Consultant.

#### 11.6 Payment upon Termination

In the event this Contract is terminated as herein provided, the Town shall make full payment to the Consultant for all authorized services performed up to and including the date of termination.

#### 12. Amendments

This Contract may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Consultant's duly authorized representative shall be \_\_\_\_\_, and the Town's duly authorize representative shall be the Managing Authority.

#### 13. Establishment and Maintenance of Records

The Consultant agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the Town to the Consultant under this Contract. The Consultant agrees that all records with respect to all matters covered by this Contract shall be maintained during the term of this Contract and for one full year following termination or expiration.

#### 14. Audits

At any time during normal business hours, and as often as may be deemed necessary, the Consultant shall make available to the Town, for examination, all records with respect to all matters covered by this Contract.

#### 15. Reports and Information

The Consultant shall furnish the Town with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the Town.

16. Non-Assignability

The Consultant shall not assign or transfer any interest in this Contract without prior written consent of the Town.

17. Severability

If any provision of this Contract is held invalid, the remainder of this Contract shall continue in full force and effect.

18. Cumulative Remedies

All rights and remedies of the Town hereunder shall be cumulative and the exercise or beginning of the exercise by the Town of any of its rights or remedies hereunder shall not preclude the Town from exercising any other right or remedy granted hereunder or permitted by law.

19. Governing Law

This Contract shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

20. Subconsultants and Subcontractors

Portions of this work may be subcontracted, provided that:

- 20.1 The Town shall give prior approval to such subcontract in writing.
- 20.2 All of the terms, covenants, conditions and provisions of this Contract shall have been incorporated in such subcontract(s) and the subconsultant(s) and subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Contract and all the terms, covenants, conditions and provisions hereof.
- 20.3 The Town shall not be liable for payment of any wages, materials, or other expenses of any subconsultants or subcontractors.

21. Gender/Number/Title

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Contract requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Contract, the title shall prevail.

22. Notices

All notices, approvals, demands, requests, or other documents required or permitted under this Contract, other than routine communications necessary for the day-to-day operation of this contract, shall be deemed properly given if hand delivered or sent by United States mail, first class postage, to the following addresses:

As to the Town:

As to the Consultant:

(The Managing Authority designated  
in Section 5 of this Contract)  
820 Enfield Street  
Enfield, CT 06082

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. Non-Waiver

Any failure by the Town or the Consultant to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Contract.

24. Delinquency in Obligations

The Consultant hereby agrees that throughout the period of the Contract, all taxes, debts, contractual obligations, and audit responsibilities owed to the

Town shall be and shall remain current.

25. Ownership of Work Product

All work produced under this Contract shall be the property of the Town. The Consultant shall turn over to the Town all original documents and other work products upon completion or demand.

26. Entire Contract

This Contract, and its exhibits attached hereto and referenced herein, contain the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and Contracts, whether written or oral, between them respecting the written subject matter.

IN WITNESS THEREOF, the TOWN OF ENFIELD and the CONSULTANT have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWN OF ENFIELD**

Reviewed:

\_\_\_\_\_

By: Jonathan Bilmes, P.E.

Title: Director, DPW

Approved:

\_\_\_\_\_

By: Matthew W. Coppler

Title: Town Manager

Witness:

\_\_\_\_\_

**CONSULTANT**

Approved:

\_\_\_\_\_

Signature

Title

Witness:

\_\_\_\_\_

Signature

Title